common law contribution is allowed between the co-principals of an agent who has made them liable for a tort, unless the principals were personally culpable. *Wooley* v. *Batte*, 2 C. & P. 417; *Ankeny* v. *Moffett*, 37 Minn. 109, 33 N. W. 320.

AGENCY — SCOPE OF AGENT'S AUTHORITY — ENLARGEMENT OF AUTHORITY IN EMERGENCY — RAILROAD'S LIABILITY TO PHYSICIAN EMPLOYED BY AGENT TO ATTEND INJURED TRESPASSER. — The defendant's station agent engaged the plaintiff to attend a man who had been seriously injured by one of defendant's trains. The plaintiff had rendered first aid when he was notified that defendant would not be liable for medical attendance on the injured man who had been found to be a trespasser. The plaintiff now sues to recover for services rendered both before and after the notification. *Held*, that he may recover for the first-aid services only. *Bryan* v. *Vandalia R. Co.*, 110 N. E. 218 (Ind.).

It has sometimes been held that a station master has authority to bind the railroad to a physician only when the injured person has a cause of action against the company for the injury. *Union Pacific Ry. Co.* v. *Beatty*, 35 Kan. 265, 10 Pac. 845. The physician must, therefore, guess the railroad's liability at his peril. Elsewhere the rule has been stated that the servant's authority is never sufficient to bind the railroad to a contract for attendance on an injured trespasser. *Mills* v. *International, etc. R. Co.*, 41 Tex. Civ. App. 58, 92 S. W. 273; *Adams* v. *Southern R. Co.*, 125 N. C. 565, 34 S. E. 642. But in some jurisdictions the servant has emergency authority, during the interval between the injury and the discovery of the causes, to contract in the name of the railroad for whatever may lessen damages in case it is later found liable. *Bonnette* v. *St. Louis, etc. Ry. Co.*, 87 Ark. 197, 112 S. W. 220; *Terre Haute, etc. Co.* v. *McMurray*, 98 Ind. 358; *Cincinnati, etc. R. Co.* v. *Davis*, 126 Ind. 99, 25 N. E. 878. As the imposition by law of an emergency authority can best be supported on the theory that a railroad would normally desire its agents to have power to guard it from injury in unforeseeable contingencies where the fact that authority was not given would not imply that authority was denied, the latter rule seems most sound. But when liability is no longer threatened and the company's interest no longer at stake, there is nothing to support an implied authority. And with no just grounds of implication, the law should not force the company to authorize acts it has no duty to perform.

ATTACHMENT — EFFECT OF ATTACHMENT — APPEARANCE — FILING OF FORTHCOMING OR REPLEVY BOND. — In a foreign attachment proceeding, the nonresident defendant, who did not enter the jurisdiction, secured the release of the property by giving a bond with sureties for its return. *Held*, that there was not such an appearance as to justify judgment by default against him and his surety, even for the value of the property. *American Surety Co.* v. *Stebbins, Lawson & Spraggins Co.*, 180 S. W. 101 (Tex.).

When an alien defendant is not in the state, there can be no jurisdiction over his person except by his consent. See DICEY, CONFLICT OF LAWS, 383. But, by an attachment suit, jurisdiction can be had over any property within the state. In such a case there must also be notice, actual or constructive. *Haywood* v. *Collins*, 60 Ill. 328. See *Walker* v. *Cottrell*, 6 Baxt. (Tenn.) 257, 274; 1 WADE, ATTACHMENT, § 45. The question of whether the filing of a bond dispensed with the giving of such notice must be largely determined by the particular statute, since without statutory authority there is no jurisdiction *quasi in rem*. *Harland* v. *United Lines Telegraph Co.*, 40 Fed. 308; *Barber* v. *Morris*, 37 Minn. 194, 33 N. W. 559. Statutes for constructive service are to be strictly construed. See *McCook* v. *Willis*, 28 La. Ann. 448, 449; *Greene* v. *Tripp*, 11 R. I. 424, 425. Now a bail bond, as it is conditioned on paying any judgment recovered, clearly carries consent to the jurisdiction and turns the

action into a personal one. *Butcher* v. *Cappon & Bertsch Leather Co.*, 148 Mich. 552, 112 N. W. 110; *Blyler* v. *Kline*, 64 Pa. St. 130. Again a replevy bond may be given the effect of an appearance by express statute. *Camp* v. *Cahn*, 53 Ga. 558; *Buice* v. *Lowman, etc. Mining Co.*, 64 Ga. 769. Such a provision would make the filing of a replevy bond, as of a bail bond, confer personal jurisdiction, since the defendant may get his property only on condition that he give the required consent. But the Texas statute is silent as to the effect of the replevy bond as an appearance. See 1 McEachin's Texas Civil Statutes, art. 258, 269, 1885. Hence the filing of such a bond, as it is not conditioned on paying the judgment but merely on returning the property, should not be treated as a general appearance. See *contra, Richard* v. *Mooney*, 39 Miss. 357, 358. But a replevy bond, even though not construed as a general appearance, gives consent to the attachment so as to waive technical defects in the summons. *New Haven Co.* v. *Raymond*, 76 Ia. 225, 40 N. W. 820; *McCord-Collins Mercantile Co.* v. *Dodson*, 32 Okla. 561, 121 Pac. 1085. *Contra, Burch* v. *Watts*, 37 Tex. 135. It would seem that since defendant is thereby shown to know of the action, the filing of the bond should similarly waive the technical defect of lack of constructive notice. *Peebles* v. *Weir*, 60 Ala. 413; *Reynolds* v. *Jordan*, 19 Ga. 436.

Bankruptcy — Exemptions — Homesteads — Validity of Homestead Exemption Acquired after Adjudication. — A state statute provided that the head of a family residing upon his own premises might, by executing and filing for record a proper declaration, convert them into a homestead exempt from levy and forced sale. Rev. Code of Mont. (1907), §§ 4694–4722. A bankrupt filed such a declaration after the adjudication against him. *Held*, that the exemption will be allowed. *In re Lehfeldt*, 225 Fed. 681 (U. S. Dist. Ct., Mont.).

The Bankruptcy Act provides that the bankrupt's title shall vest in the trustee as of the date of the adjudication, except as to property which is exempt. 1898, 30 Stat. at L. 544. The power of the bankrupt to hold as owner is completely determined as of that moment. See *Mueller* v. *Nugent*, 184 U. S. 1, 14. It would seem that the exemption, to be valid, should be then existing. The homestead statute in the principal case in terms gives no exemption until the filing of the declaration; and it and similar statutes have been so construed. See *Vincent* v. *Vineyard*, 24 Mont. 207, 214, 61 Pac. 131, 132; *Alexander* v. *Jackson*, 92 Cal. 514, 519, 28 Pac. 593, 594; *Nevada Bank* v. *Treadway*, 17 Fed. 887, 893. No doubt a liberal policy prevails in the construction of exemption statutes. See *Smith* v. *Thompson*, 213 Fed. 335, 336; *In re Crum*, 221 Fed. 729, 732. Thus, a partner has been allowed an exemption though dissolution of the firm was subsequent to the judgment against it. *O'Gorman* v. *Fink*, 57 Wis. 649, 15 N. W. 771; *Blanchard, Williams & Co.* v. *Paschal*, 68 Ga. 32. But even such a case is distinguishable, as no title in the creditor is involved. A number of decisions, however, in accord with the principal case, sustain exemptions acquired by a bankrupt after adjudication. *In re Mayhew*, 218 Fed. 422; *In re Culwell*, 165 Fed. 828; *In re Fisher*, 142 Fed. 205. Whatever policy there may be sustaining such a view, it seems insufficient to override the clear language of the statute, and one court at least has reached the opposite result. *In re Youngstrom*, 153 Fed. 98.

Bills and Notes — Checks — Certified Checks — Retraction of Certification Made under Mistake. — The drawer of a check payable to the plaintiff ordered the bank on which it was drawn to stop payment. The cashier, overlooking this stop order, certified the check. Before the plaintiff had changed his position, the cashier notified him of his error and attempted to retract the certification. The plaintiff now sues on the certified check with-